

*Alameda County (Calif.) [Board of Super-
visions]*
REQUEST FOR PROPOSAL

A SOLICITATION FOR PROPOSALS TO PROVIDE
HEALTH CARE SERVICES IN THE ALAMEDA
COUNTY, CALIFORNIA COUNTY JAIL SYSTEM

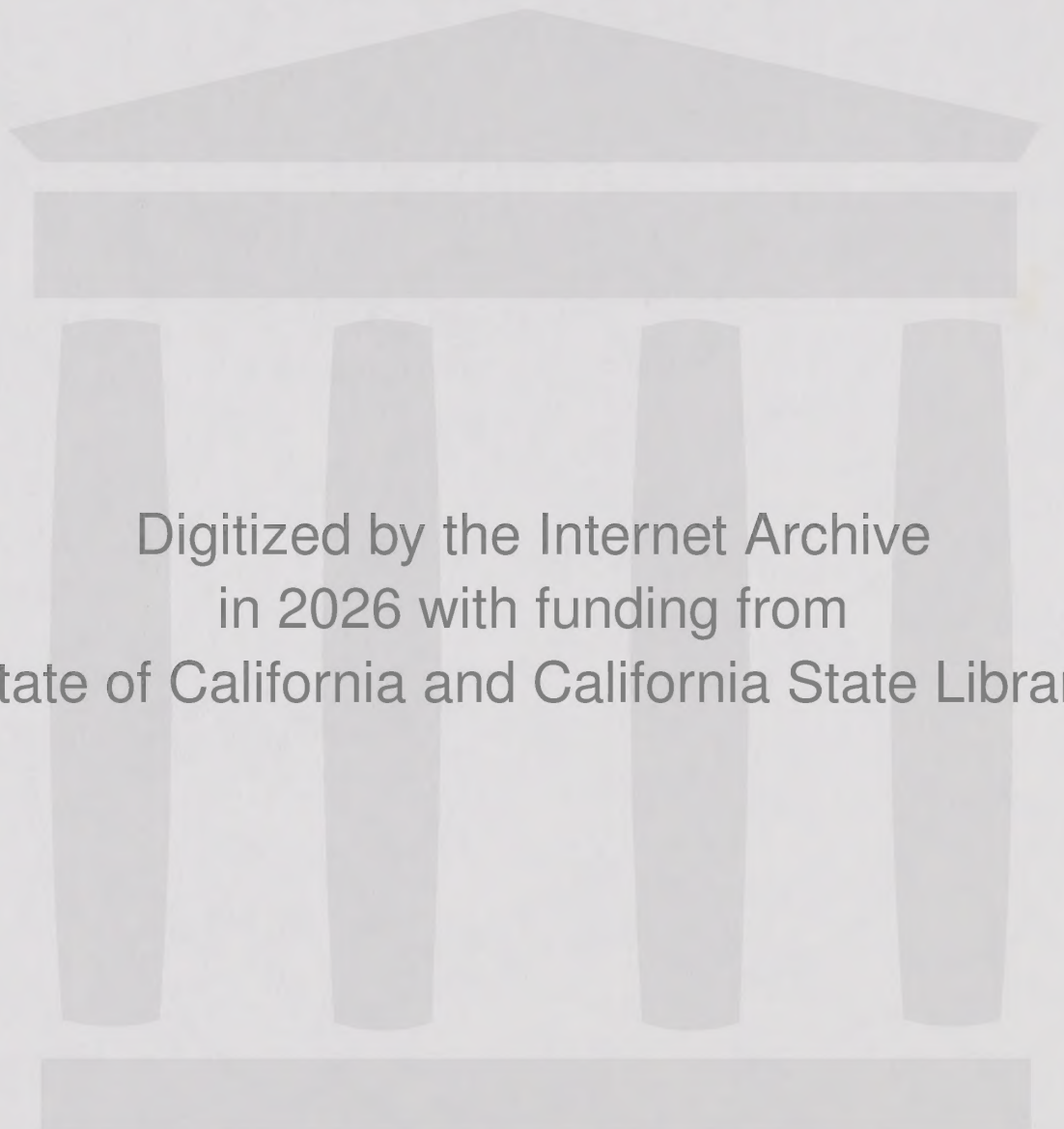
PROJECT DIRECTOR: GLENN DYER, SHERIFF

PURCHASING REPRESENTATIVE: GARY HOLM
GENERAL SERVICES AGENCY
4400 MacARTHUR AVENUE
OAKLAND, CALIFORNIA 94619
PHONE: (415) 530-9660

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COUNTY CONTACT PEOPLE

I. COUNTY COORDINATING COMMITTEE

Chairperson/Project Spokesperson: Wayne Tucker, Acting Assistant
Sheriff - 272-6872

Members: Tom Duncan, County Administrators Office
Lee Perez, Health Care Services Agency
Gary Holm, Purchasing Agent

II. TECHNICAL ADVISORY COMMITTEE:

Chairperson: Tim Ryan, Captain - Sheriff's Department - 828-5400
ext. 274

Members: William Vogel, Health Care Services Agency
Sandra Osibin, ASA, Sheriff's Department
Judy Shukraft, County Administrators Office
Gary Holm, General Services Agency

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I. INTRODUCTION

Alameda County, California is located east of San Francisco and comprises 840 square miles including the large cities of Oakland, Berkeley, Hayward and Fremont. The western two-thirds of the County is urban and the eastern is considered suburban and growing light industrial. The County population exceeds 1.1 million people including a diverse cultural and ethnic minority population.

The County is governed by a Charter and its Sheriff, presently Glenn Dyer, is elected (1/6/87 a new Sheriff will take office). The Sheriff is responsible for the County jails. One-half of the agency's personnel, some 550 plus people, are engaged in custodial responsibilities within the Detention and Corrections Division.

The Division is managed by the position of Chief (presently David Bricknell) who is accountable for the care and custody of the inmates housed in the jails. The jails' maximum total population is 2,759 inmates as set by court order effective August 21, 1986. However, at any particular time due to fluctuation that figure may move plus or minus 100 inmates (see Attachment II).

The jail system encompasses four (4) sites. Only two (2) of these (*) involve application to medical operations for purposes of this proposal. A population breakdown of these sites pursuant to the recent order fixing capacities is as follows:

*Santa Rita, Pleasanton - (Male)	=	1610
*Santa Rita, Pleasanton - (Female)	=	240
*North County Jail, Oakland - (Male)	=	700
Work Furlough, Oakland (Male)	=	189
Work Furlough, Oakland (Female)	=	20
TOTAL		2759**

(**Note: These figures do not include available weekend housing at Santa Rita which moves from 50 to 100 inmates, mostly male, nor medical housing which can include 12 beds at North County, 24 beds at Santa Rita - Male, 6 beds at Santa Rita - Female, 26 medical beds at Highland Hospital, Oakland and 26 mental beds at Highland, Oakland.)

For the purposes of this R.F.P. only the Santa Rita male and female and the North County Jail (male) sites are to be considered. The work furlough facilities offer out-patient services via the County's Highland Hospital. Each of these sites offer medical offices, infirmary/sick bay capabilities, storage, etc. However, each is unique and will need on-site examinations to assess how best to utilize each to meet the objectives of a proposal.

Generally, the following description is offered:

1. North County Jail

550 6th Street
Oakland, California 94607

Commander: Morris Hickerson, Captain, (415-874-5240)

Population Cap: 700 male, comprised of 63 sentenced workers and 637 pre-trial detainees.

Building Design: Nineteen stories tall comprising 6 housing floors, 1 medical floor and booking floor. Described as a new generation jail in which services are brought to the inmate.

Medical Floor: See Attachment XIII #1. Floor comprises medical offices, x-ray room, dental operation room, examination area, 10 cell infirmary with 12 beds.

Housing Floor Examination Rooms: Each housing floor has a medical examination room with a bed and desk.

Booking Screening Examination Room: The booking floor has a male and female examination room. However, only the male examination room is operational. The screening process averages 35 inmates per day mostly during the 1600-2400 hour shift.

2. Santa Rita County Jail

P. O. Box 87
Pleasanton, California 94566

Located: Crossroads of Santa Rita Road and Highway 580 in Eastern Alameda County, Dublin, California.

Commander for Administrative Services: William Godfrey, Captain, (415-828-5400 ext. 290)

Population Cap: 1610 males and 240 females. These inmates include pre-trial, post-trial, sentenced, transfer, etc.

Jail Design: Built in 1942 this facility has been described as a rambling 100 acre local correctional/detentional site conceptually viewed as "an Army barracks housing facility". Broken down the site has:

- a. Maximum security sentenced/unsentenced male - Big Greystone
- b. Medium security unsentenced male - Little Greystone

c. Minimum security sentenced male - Compound

d. All security levels female - Women's Quarters

Medical Sites: See Attachment XII #2-6. The main offices and minimum/medium security sick bay are centrally located on the overall site. This has a 24 bed sick bay for males and office space for the site administrator, pharmacy, medical and mental offices.

Dental Office: Across the street from the medical offices is a two chair dental office.

Women's Medical Office: Office space and examination area exists in the women's facility. Due to a court case settlement process this area is soon to be expanded (due 1/1/87).

Maximum Security Space: A single examination room exists in maximum security.

Booking Screening Area: A single office exists to screen the average 150 inmates booked into the facility each 24 hours.

As a vendor assesses the overall medical obligation of the Alameda County Jail, some special health care needs are identified for review:

1. It is recognized that the Santa Rita Facility is old and will be replaced under present plans by January 1, 1989 (see Attachment XIII, #8 and #9).
2. Hospitalization for the acute care needs of both medical and mental health of incarcerated inmates presently occurs at Highland Hospital, a County facility, located in Oakland (see Attachment XIII, #7).
3. Much of the County's present costs are associated with #2 above as well as transportation and security costs of off-site clinic services provided by Highland. The need for a major increase in the numbers and types of on-site services has long been recognized.
4. The present operation has come under close scrutiny for reasons including lack of intake screening practices at Santa Rita, practices involving opiate addicted pregnant inmate screening and observation, high rates of transportation for minor medical problems, i.e., suturing, etc., high rate of hospitalization, staffing deficiencies, responsiveness to department operations, etc. Any proposal must include solutions to problems in these areas.

5. The jail systems' medical operation has become the brunt of legal suits and investigation. Such cases as Jones vs. Dyer, a local case regarding pregnant inmate medical care, the federal civil rights investigation (due 12/2-12/4/86), and state licensing reviews have called into question the effectiveness of the current medical operation.

As you review the following pages recognize that the Evaluation Committee will weigh your proposal in light of existing operations and with the clear intent to assess your ability to meet the responsibilities of health care for the Alameda County jail system in the most cost effective manner while satisfying the requisite service quality levels.

OBJECTIVES OF THE REQUEST FOR PROPOSAL

1. To provide a fair method for objectively evaluating submitted proposals.
2. To determine by the Board of Supervisors, who will retain the contract between the Alameda County Jail and Alameda County Jail will provide for the following:
 - a. quality health care services for inmates in custody in Alameda County Detention and Correctional Facilities and accreditation of services within twelve (12) months of contract award by the Alameda County Board of Supervisors.
 - b. The development and implementation of a health care plan with clear goals, objectives, policies and procedures for measuring goal achievement.
 - c. Utilization of appropriate personnel that are certified and licensed as required by regulations.
 - d. Administrative leadership that provides for high cost effectiveness and responsiveness to contract administration.

II. ADMINISTRATIVE CRITERIA

A. GENERAL PROVISIONS OF THE REQUEST FOR PROPOSAL

For the purposes of this outline, the term County refers to the Alameda County, California, agency/organization soliciting bids for the provision of services at the designated locations. The terms bidder, contractor, vendor, provider, etc., refer to the company, agency, or responder to the request. The term project officer refers to the official designated by the County to coordinate this process.

B. PURPOSE OF REQUEST FOR PROPOSAL

In accordance with the below specifications and through a competitive bid process, qualified health care providers are solicited to submit proposals to provide comprehensive health care services for the Alameda County Sheriff's Department, Detention and Corrections Division. The services are to meet the requirements of CALIFORNIA ADMINISTRATIVE CODE, TITLE XV, Sub-Chapter 4, Article 10, and applicable case law and to provide services consistent with the National Commission on Correctional Health Care Standards and all other relevant federal and state regulations. The results of the R.F.P. process will assist the Alameda County Board of Supervisors in determining whether to contract for health care services in the County jail system, and, if the Board so decides, will be the basis on which to select the contractor. Any successful bidder must provide a program that meets the unique needs of the North County Jail and Santa Rita Jail facilities.

C. OBJECTIVES OF THE REQUEST FOR PROPOSAL

1. To provide a fair method for objectively analyzing submitted proposals.
2. If approved by the Board of Supervisors, this RFP will result in a contract between the successful bidder and Alameda County that will provide for the following:
 - a. Quality health care services for inmates in custody in Alameda County Detention and Correction facilities and accreditation of services within twelve (12) months of contract award by the National Commission on Correctional Health Care.
 - b. The development and implementation of a health care plan with clear goals, objectives, policies and procedures for documenting goal achievements.
 - c. Utilization of appropriate personnel that are certified and licensed as required in California.
 - d. Administrative leadership that provides for both cost accountability and responsiveness to contract administration.

- e. The provision of a continuing education program for custodial staff.
- f. A health care system that is operated in such a way that it is respectful of the inmates' rights to basic health care.
- g. The provision for an annual evaluation of compliance with current California laws, regulations and codes that relate to County Detention Facility Medical Programs.

D. CALENDAR OF EVENTS

The following is a schedule of events concerning the bid process:

November 24, 1986	1/12	Distribution of the R.F.P.
December 8, 1986	1/26	Deadline for written request for R.F.P. language interpretation/clarification
December 12-17, 1986	2/2-4	Bidders' conference.
December 12-17, 1986	2/2-4	Scheduled tour of facilities.
December 19, 1986	2/6	Final addendum to R.F.P. (if required).
February 1, 1987	4/6	Bid/proposal due date.
March 15, 1987 (approx.)	4/30	Report and recommendation to the Board of Supervisors.
April 1, 1987 (approx.)	5/12	Board of Supervisors make determination as to whether contract or not.
April 15, 1987 (approx.)	6/1	Notification of intent to award recommendation.
April 15, 1987 (approx.)	6/1	Commence contract negotiations.
June 1, 1987 (approx.)	7/1	Contract award by Board of Supervisors.
July 1, 1987 (approx.)	8/1	Commence services.

E. REJECTION OF PROPOSALS

The County reserves the right to reject any or all proposals received by reason of this request. The County shall not pay for any information herein requested, nor is it liable for any costs incurred by the bidders.

Contractors submitting proposals which do not meet the mandatory requirements shall be considered non-compliant. After evaluation of proposals and approval by Alameda County, all vendors shall be notified of whether the services will be contracted and, if so, the selected vendor.

F. DISCLOSURE OF PROPOSAL CONTENT

Alameda County requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets and/or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal.

G. PROPOSAL OBLIGATION AND DISPOSITION

The contents of any proposal and clarifications thereto submitted by any successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contracts.

All proposals become the property of the County of Alameda and shall not be returned to the vendor.

H. ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials and should address the requirements set forth in this request for proposal.

I. ALAMEDA COUNTY STATUTES AND RULES

The terms and condition of the R.F.P., and any resulting contract or activities based upon the R.F.P., shall be construed in accordance with Alameda County statutes and rules. Where state statutes and regulations are referenced, they shall apply to this R.F.P. and to any resulting contract.

J. SIGNATURE OF VENDOR AGENT

Each vendor's proposal and any clarifications to that proposal shall be signed by an officer of the vendor company or a designated agent empowered to bind the firm in a contract.

K. BID GUARANTEE/DEPOSIT (BIDS, WHEN FILED, SHALL BE IRREVOCABLE)

1. A certified check, certificate of deposit or letter of credit made payable to the County or bid bond on a form issued by a surety company authorized to do business in the State of California, in the amount of \$10,000 is required. This bond shall guarantee that any accepted contractor shall enter into a contract with the County and subsequently file an approved surety company performance and payment bond for the faithful performance thereof. Upon failure of the successful contractor to comply, said proposal security shall be forfeited as liquidated damages. The proposal security shall be returned upon signature of a contract.

2. Upon completion of a contract based upon the selected proposal, the successful contractor shall be required to furnish a performance bond in the amount of one-hundred percent (100%) of the contract amount payable to the County.

L. INQUIRIES

Please address all questions to:

Gary Holm, Purchasing Agent
c/o: Alameda County Purchasing Department
400 MacArthur Blvd.
Oakland, CA 94619

Telephone: (415) 530-9660

M. ADDITIONAL REQUIREMENTS

Interested bidder shall submit ten (10) copies of their bid response. Any questions concerning this bid should be addressed to the Purchasing Agent of Alameda County.

III. METHOD OF AWARD

A. CRITERIA POINTS PROCESS

Any award resulting from this request for proposal shall be made to the vendor that submits the response that, in the County's opinion, best serves the overall interest of the County.

B. COUNTY RIGHTS RESERVED

If the County chooses to contract, the County reserves the right to award this contract not necessarily to the contractor with the lowest price but the firm which the County determines will provide the best match to the requirements of the R.F.P. The successful contractor shall be chosen based on a combination of compliance with the R.F.P., the technical evaluation results, and the total program price.

C. EVALUATION CRITERIA

<u>Criteria</u>	<u>Maximum Possible Points</u>
1. Experience in providing medical care to incarcerated persons	35
2. Range of accredited health care services available (medical, nursing, dental, pharmacy, laboratory, radiology). Specific expectation of service includes:	35
a. Intake health screening	
b. Health appraisals	
c. Sick call	
d. Physician services	
e. Maintenance of medical records	
f. Procedures manual	
g. Food services - special diets	
h. Health screening - inmate workers	
i. Cavity search	
j. Consulting medical specialties	
k. Emergency services	
l. Infirmary services	
m. Dental services	
n. Prenatal/pregnancy services	
o. Prosthesis/glasses	
p. Hospital care	
q. Pharmaceuticals	
r. Ancillary services	
s. Detoxification	
t. Transportation	
u. Quality assurance	
v. Statistics and record keeping	

(Note: The County shall weigh the quality of service provided, the simplicity of service over more awkward or difficult application of service, the degree of on-site services over off-site services, the degree of services brought to the inmates' facility location as opposed to inmate brought to medical offices, the general efficiency and speed of operations as opposed to lengthy services, etc.)

3. Administrative and Management Services 20

- a. Accreditation
- b. Personnel services
- c. Other

4. Personnel Qualifications 10

- a. Resumes of individuals to be assigned to the contract.
- b. Absent 4. a., above, representative resumes of individuals proposed to be on-site employees.

5. Cost Proposal 100

All cost responses shall be rated from zero to the maximum rating factor of 100 points. This award shall be a total fixed price contract for the two-year contract period.

D. QUALIFICATION OF THE BIDDER

An Evaluation Committee comprised of representatives of the Sheriff's Department and various county departments as deemed necessary shall review all proposals meeting the criteria of this R.F.P. Responses shall be ranked according to total point score with the firm receiving the highest score ranked first. Bidders should address each of the criteria in their response.

E. REJECTION OF PROPOSALS

The County reserves the right to reject any or all proposals in whole or in part received by reason of this request.

F. SELECTION NOTIFICATION

After evaluation of proposals and approval by the Evaluation Committee, all contractors shall be notified of any recommended vendor. Selection at this level does not necessarily mean approval at the level of the Board of Supervisors.

G. FINAL AUTHORITY

Only upon final approval and funding authorization of the County Board of Supervisors shall any contract be let.

Provided a contract is let, the successful bidder shall commence work only after the acceptance transmittal of a fully executed contract and after receiving written notification to proceed from the County.

IV. TERMS AND CONDITIONS

A. TERMINATION

If the County chooses to contract, the County may terminate the contract resulting from this request at any time the contractor fails to carry out the provisions. The County shall give the Contractor thirty (30) days notice of conditions endangering performance. If, after such notice, contractor fails to remedy the conditions contained in the notice, the County shall issue the contractor an order to stop work immediately and to vacate the premises. Either party may terminate the contract without cause upon giving ninety (90) days written notice.

B. TERMINATION BY MUTUAL AGREEMENT

If the County chooses to contract, with the mutual agreement of both parties upon receipt and acceptance of not less than ninety (90) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. Reasonable charges for termination as mutually agreed to shall be borne by the party requesting termination.

C. TERMINATION FOR LACK OF FUNDS

If the County chooses to contract, notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, then the County shall have the right to terminate this contract without penalty by giving not less than forty-five (45) days written notice documenting the lack of funding.

D. FAILURE TO PERFORM

If the County chooses to contract, the services rendered under this contract shall be critical to the mandated responsibilities of the County. Therefore, should the contractor fail to provide the services as specified, the contractor shall reimburse the County for all expenses incurred by the County in providing services which are the contractor's responsibility.

E. PERFORMANCE BOND

Successful contractor shall be required to furnish a performance bond for one-hundred percent (100%) of contract value. Such bond shall be issued by a responsible surety company and shall show the County of Alameda as the party covered by the bond.

F. INSURANCE

Contractor shall conform with all insurance requirements as stated in County of Alameda Insurance Form (Attachment XVI). A completed Attachment XVI must be submitted by the successful contractor before the contract can begin. The contractor shall be responsible for maintaining such insurance during the life of the contract and copies of all policies and paid premium renewals shall be filed with the contractor and the County.

G. HOLD HARMLESS AGREEMENT

Contractor shall defend and hold Alameda County harmless from all claims, demands or judgements deriving from alleged professional malpractice of any of its employees or sub-contractors.

H. OCCURRENCE BASED OR CLAIMS MADE POLICY

General and professional liability policies provided by the contractor shall be on an "occurrence" basis or, if not, contractor shall maintain in a Trust account, for the benefit of the County, an amount sufficient to cover the cost of purchasing 5-year extended coverage (i.e. "tail") after termination of a claims-made policy. This Trust is to be used solely for the intended purpose of purchasing such "tail". Should it be necessary to purchase more than one "tail" during the course of this contract due to cancellation or termination of coverage, or for any other reason, the amount maintained by contractor shall always be sufficient to purchase a "tail" to provide for 5-years extended coverage for each contract year or policy. If five-years extended discovery is not available in the industry, an alternate term may be negotiated.

I. EQUAL EMPLOYMENT OPPORTUNITIES

The contractor shall comply with all provisions of federal, state, and county regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.

J. WARRANTY AGAINST CONTINGENT FEES

The contractor shall agree to warrant that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bonafide employees or selling agents maintained by the contractor for the purpose of securing business.

J. SUB-CONTRACTS

The County shall approve all sub-contracts entered into by the contractor for the purpose of completing the provisions of this contract. The contractor shall supply a listing of the same.

K. SECURITY OF INMATE MEDICAL RECORDS

Medical records are of a confidential nature. The contractor shall agree to maintain the confidentiality of the health care records as is required by law. In the event of a contract termination, the records shall be returned to the County to assure compliance with the seven (7) year medical records retention law.

L. SECURITY OF DATA

Some data files of the County are of a confidential nature. The contractor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the Custodian of the records. The contractor shall honor or establish policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under privacy legislation for negligent release of such information.

M. CONTRACTOR PERSONNEL

The County may request replacement of any contractor personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments of contractor personnel. All contractor's personnel shall be subject to a security check by the Sheriff's Department and, with cause, subject to rejection for employment.

N. CONFLICT BETWEEN TERMS

The County reserves the right to accept or reject any exception taken by the bidder to the terms and conditions of this request for proposal.

O. WAIVER OF INFORMALITIES

The County reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

P. CONTRACTOR'S COOPERATION

The contractor shall, at all times, observe and comply with all federal, state, local, and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

The contractor shall maintain regular communications with the jail commanders or designees and shall actively cooperate in all matters pertaining to this contract.

Q. TERMS OF CONTRACT

The contract shall cover the period from date of execution for two years. Upon mutual agreement, the contract may be renewed for (an) additional one year period(s).

R. REIMBURSEMENT FOR SERVICES

Alameda County shall reimburse the contractor for provision of designated services during the term of the contract, in the amount of the bid, which shall be payable in equal monthly payments.

S. THIRD PARTY REIMBURSEMENT

Contractor shall, where possible, seek third party reimbursement for inmate medical services and shall agree to a stated amount to be shared with the County. The amount to be shared with the County should be included in the bid.

T. ADJUSTMENT TO PRICE

Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the County of Alameda and the agent of the contractor. Should a decision be made to increase the scope of the contract, the County and the contractor shall mutually agree to an adjusted contract price.

U. OBLIGATIONS OF ALAMEDA COUNTY

The County shall provide the space, limited furniture, fixtures, utilities, telephone (excluding toll calls) and security necessary for efficient operation of the health care delivery system. Linen service, laundering of contaminated linen and housekeeping services shall be the responsibility of the contractor.

V. OBLIGATIONS OF THE COUNTY

The County shall provide only the equipment presently on-site (see Attachment XI). All buildings and fixtures under the control of the County shall be the responsibility of the County.

W. PUBLIC INFORMATION

Neither the contractor nor the contracting agency shall publish any findings based on data obtained from the operation of this contract without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

X. RESEARCH

No medical research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the contractor and the Sheriff or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

Y. CONTRACT COMPLIANCE STANDARD

1. COMPLIANCE WITH MINIMUM JAIL STANDARDS OF TITLE 15 OF THE CALIFORNIA ADMINISTRATION CODE OF THE STATE OF CALIFORNIA.

Contractor shall provide health care services which meet or exceed Title 15 standards.

2. COMPLIANCE WITH THE NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE.

Contractor shall provide health care services which meet or exceed the National Commission on Correctional Health Care standards.

3. COMPLIANCE WITH CALIFORNIA BOARD OF REGISTERED NURSING LICENSURE SCOPE OF PRACTICE.

Contractor shall provide registered nursing services which meet or exceed the California Board of Registered Nursing licensure scope of practice.

V. SCOPE OF SERVICES

A. LOCATION OF SERVICES

See Introduction, Item R.F.P. I (page 1).

B. HEALTH CARE SERVICES PROGRAM

Bidders shall be expected to provide the following range of accredited health care services for the Sheriff's Department.

1. INTAKE HEALTH SCREENING

Receiving screening shall be performed by a registered nurse at the time of booking at both NCJ and SRJ. (Booking takes place intermittently but is heaviest on the P.M. shift.). All female inmates shall receive intake health screening within two (2) hours of booking.

2. 14 DAY HEALTH APPRAISAL

This service must be provided in order to to meet the National Commission on Correctional Health Care Standards.

3. SICK CALL

Nurses and physicians sick call shall be held Monday through Friday at both facilities. SRJ shall also hold sick call on Saturdays from 9:00 a.m. to 2:00 p.m. NCJ sick call shall be held in the medical rooms provided in the inmate housing areas. SRJ sick call shall be held at Big Greystone, Little Greystone, Women's Quarters and Medical Barracks on the Compound. In addition to the Monday through Friday sick call, inmates shall be allowed access to essential health care services on Saturday and Sunday.

4. PHYSICIAN SERVICES

- a. 24-hour physician services shall be available on-call at both jail facilities. In addition, a minimum of 48 hour weekly on-site physician services shall be required to cover 8-hours each day Monday through Friday and 4-hours each day Saturday and Sunday.
- b. All the proposals must be specific to physician credentialing and obtaining hospital staff privileges.
- c. County does require that there be a qualified (Board eligible or Board certified) physician designated as medical director or lead physician. Specialty certification should be in the field of internal medicine, surgery, family practice, emergency medicine or public health. Bidder should be specific.

- d. Bidder shall be specific regarding seven (7) day per week on-site physician coverage as well as provision for twenty-four (24) hour physician telephone availability.

5. RECORDS MAINTENANCE

Individual inmate health records shall include, but not be limited to:

- .Pre-screen/history
- .Medical evaluation report
- .Complaints of injury or illness and action taken
- .Physician orders
- .Progress notes
- .Names of all personnel treating, prescribing, and/or issuing medication
- .All laboratory, x-ray, and other documentation of treatment provided
- .All off-site services shall be documented

6. PROCEDURES MANUAL

Contractor shall be responsible for maintaining an updated procedures manual that meets the requirements of applicable standards as outlined in the National Commission Standards and the needs of the Sheriff's Department as defined in Title 15, Section 1206.

7. FOOD SERVICES - SPECIAL DIETS

The contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248.

8. HEALTH SCREENING - INMATE WORKERS

The contractor shall provide health screening including appropriate lab work for inmate food workers and other inmate workers as required.

9. CAVITY SEARCH/STRIP SEARCH

The contractor shall provide cavity and strip search procedures in accordance with California State Statute and other standards.

10. CONSULTING MEDICAL SPECIALITIES

Contractor shall make both arrangements and payments for all required consulting medical specialty services and special medical equipment, i.e., wheel chairs, braces, crutches, etc.

11. EMERGENCY SERVICES

Contractor shall be responsible for all emergency services provided on-site, or off-site, including the payment for such services. This includes medical and dental.

In addition, the contractor shall respond to inmate emergencies in the Oakland Municipal Court and emergency treatment for staff and first aid treatment for the public suffering injury or illness in the lobby/visiting areas.

12. INFIRMARY CARE

Contractor shall be expected to utilize the infirmary and sick bay units to their fullest capabilities to reduce unnecessary, non-essential off-site hospitalization. Operations of the infirmaries shall include:

- a. A physician on call 24-hours per day
- b. Supervision of the infirmaries by a registered nurse on a 24-hour basis
- c. 24-hour nursing services
- d. All inmate patients being within sight or sound of a staff person
- e. A manual of nursing care procedures
- f. A separate individual and complete medical record for each inmate

The beds available for use in these areas include, twelve (12) beds at NCJ; twenty-four (24) male and six (6) female beds at SRJ.

Additionally, the contractor shall provide a suicide prevention program to include identification and deterrent actions for persons at risk, staff training, observation and referral services.

13. DENTAL SERVICES

Contractor shall provide for emergency and non-emergency dental service. Services shall be provided at least three (3) days a week, eight (8) hours a day at NCJ and five (5) days a week, eight (8) hours at SRJ.

14. PRE-NATAL/PREGNANCY

Provision shall be made to care for the special needs of pregnant and lactating women. All pregnant inmates shall be evaluated by an RN upon admission and seen by an MD at the next day sick call. The contractor shall develop a protocol for the delivery of medical services to "high risk" pregnant inmates.

15. PROSTHESIS/GLASSES

Contractor shall provide and make payment for medically required medical and dental prosthesis.

16. HOSPITAL CARE

Contractor shall make both arrangements and payments for all required hospitalization both in-patient and out-patient. This requirement includes pre-booking hospital costs (see Attachment VII for legal citations re County's responsibility for pre-booking hospital costs) as well as those for pre-trial and sentenced inmates.

17. PHARMACEUTICALS

Successful contractor shall be responsible for the ordering, payment, and proper control and distribution by licensed personnel of all pharmaceuticals. They shall, in addition, establish a pharmaceutical committee to review inventory and management controls for all drugs. It is expected that a pharmacist, duly licensed in the State of California, shall be a member of this committee.

18. ANCILLARY SERVICES

Successful contractor shall be responsible for all laboratory, x-ray, and other ancillary services as required. Additionally, the contractor shall implement a system for arresting agency requested samples of body fluids at fee for outside agencies.

19. DETOXIFICATION FROM DRUGS AND ALCOHOL

Detoxification may be performed at the facility if there is adequate medical supervision available. If not, hospitalization shall be required.

The successful contractor shall be responsible for coordinating a methadone maintenance program equal to the existing program sponsored by Bay Area Addiction Treatment Services - Berkeley and providing any necessary licenses.

20. TRANSPORTATION

The successful contractor shall be responsible for arrangement and payment of necessary ambulance transportation, including any pre-trial costs that are a County responsibility. (See Attachment VII for legal citations re County's responsibility for pre-booking hospital costs.) Transportation by automobile shall be the responsibility of the Sheriff's Department. Policy and procedures for appropriate modes of transportation shall be jointly developed by the Sheriff's office and the provider.

21. QUALITY ASSURANCE

Contractor shall be expected to implement a quality assurance program which shall include a process of external review. The contractor shall provide quarterly management/financial reports. Additionally, the contractor shall, with reasonable prior notice, make available for audit to the Sheriff's Department, County agencies or designees, all financial, statistical and patient reports, records, memoranda and other related data.

a. Medical Audit Committee

The proposal shall indicate the method to be used in instituting and maintaining a medical audit committee to be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the health care program. The objective of this committee shall be to assure quality care is accessible to all inmates.

The proposed committee shall contain as a minimum a physician, a representative of the contractor's administration, nursing, dental services, pharmacy and medical records personnel and be acceptable to the County.

The committee shall meet at least monthly with an agenda, recorded minutes and copies of reports evaluated submitted to the Project Officer.

All services under the purview of health services shall be reviewed and evaluated for quality of care through established and regularly performed audits. These services include but are not limited to:

- Primary care services
- Preventive health services
- Ancillary services, laboratory and x-ray
- Inpatient services, hospital and infirmary
- Pharmacy
- Dental services
- Medical records
- Referral medical specialty services
- Communicable disease control
- Environmental safety
- Intake screening health appraisal
- Outpatient hospital services
- OB/GYN services
- Training orientation

- b. Contractor shall make available accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the Alameda County Sheriff and shall initially require a monthly reporting mechanism defined by the Alameda County Sheriff.
- c. The proposal shall discuss the methods the contractor intends to use in implementing a system for collecting and analyzing the trends in health care utilization. The plan shall provide all needed statistical data and information to plan, implement and evaluate as to health care trends.

The proposal must provide the implementation plan to include the data elements recommended for analysis, a discussion of the personnel to be used and reports to be generated.

Monthly statistical reports on the health services utilization shall be provided to the Project Officer using the data set and report formats approved by the County (see Attachment XVII). In addition to monthly reports, quarterly and annual summaries shall also be submitted relating to progress toward agreed upon objectives for the County Jail Health Services.

22. MANAGEMENT SERVICES

Contractor shall be expected to provide for the administrative aspects of the program which shall include a full-time administrative person onsite. This person shall have 24-hour on-call responsibilities and shall be subject to interview and approval by the on-site Jail Administrator prior to appointment.

C. STAFFING CONSIDERATION

1. The following staff positions are to be considered subject to contractor preference:

Administrator, Physician Director
Supervising Nurse(s)
Nurse Practitioner(s) or Physicians Assistant (PA)
Registered Nurses, Vocational Nurses
Pharmacist, Pharmacy Staff
Secretarial, Clerical, Medical Records
Dentist, Dental Assistant, X-Ray Technician

2. The proposal shall indicate the bidder's method for covering all required health care activities on a seven-day-a-week basis.
 - a. Contractor shall provide twenty-four (24) hour nurse staffing at a minimum of the Registered Nurse level to meet National Commission on Correctional Health Services Standards, as well as those cited in the Attachments.
 - b. Bidders shall complete the Jail Medical Services Staffing Check List (Attachment XIV). They shall use as their guide the attachments as needed. Data shall be sufficient to enable the County to determine distribution of medical work load on the basis of licensure as well as task.
3. The proposal shall thoroughly explain the procedures to be followed by the contractor in recruiting and employing qualified personnel to fill the proposed table of organization.
4. The contractor personnel shall abide by the security regulations of the facilities in which the contractor provides health services. The County shall provide the contractor with at least one copy of the security regulations with which the contractor must comply. The contractor shall inform its employees of all such regulations. All contract personnel shall attend security orientation provided by the Alameda County Sheriff's Department.

D. MAINTENANCE OF ACCREDITATION

1. National Commission on Correctional Health Services Standards

The proposal shall indicate the contractors' plans to secure and maintain accreditation by the National Commission on Correctional Health Services within twelve (12) months of commencing service.

2. State Requirements

The proposal shall indicate the contractors' plans to achieve and maintain full compliance with California Administrative Code, Title 15, Article 10, Medical Services, and all applicable state and case laws (Attachments I, II and III).

E. ADDITIONAL SERVICE CONSIDERATIONS

1. GRIEVANCE PROCEDURE

The contractor shall establish in collaboration with the administration a formal policy and procedure for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery.

The proposal shall detail the policies and procedures to be followed by the contractor in dealing with complaints. Patient complaints shall be part of the health services reporting requirement.

2. ACCESS

Security staff shall accompany health care staff in providing health care services in cellblock areas in accordance with written policies or procedures.

3. LEGAL SERVICES

The contractor shall be responsible for providing legal data from medical and health care staff in the event that legal action is brought against health care staff, Sheriff's staff or any County employees or agents. Data must be appropriate to enable the County to respond in Court to such action.

4. PATIENT/INMATE TRANSFERS OR RELEASES

The health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary written in the Progress Notes. Criteria for medical transfers shall be established by the contractor. Inmates under the care of special medical programs shall be examined prior to transfer, and a transfer summary written in the Progress Notes.

Inmates at the time of release shall be provided with reasonable and appropriate instruction, pharmaceuticals, etc., for up to five (5) days after release.

5. STAFF CONTAGIOUS DISEASE TESTING

Provider shall provide a plan for the annual testing of custodial staff for TB. The plan should include testing for other exposures on a case-by-case basis.

6. INMATE COURT REFERRAL PROTOCOLS

The provider shall address procedures and protocols for addressing the medical referral from the courts (4011 of the Penal Code).

7. MEDICAL RECORDS AUDIT CONSULTANT

The provider shall ensure that an annual outside medical records consultant inspects and provides a compliance report to the Medical Audit Committee.

8. FEMALE INMATES RIGHTS PLAN

The provider shall provide a plan to meet the requirements of the California Therapeutic Abortion Act, as well as meet the rights required under the Penal Code.

9. CONTINUATION OF SERVICES

The provider shall provide a plan for the continuation of services begun by the inmate prior to arrival at any facility.

10. RESPONSIBILITY FOR MENTAL HEALTH SERVICES

The County shall be responsible for any services related to mental health. The contractor shall be expected to make appropriate referral when observations warrant such.

VI. TECHNICAL PROPOSAL

A. EXPERIENCE

The bidder is to submit a company profile to include the following:

1. COMPANY INFORMATION

- a. Date of incorporation, etc.
- b. Experience
- c. Current contracts (i.e., similar to contract requested)
- d. Organization structure
- e. Financial status (i.e., latest audited financial statement)
- f. References (include terminated accounts and reason for termination)

2. COMPANY LEADERSHIP BACKGROUND

- a. Resumes of company executives
- b. References

3. SPECIAL INFORMATION

- a. Experience in accreditation process
- b. Adverse litigation in last five (5) years

B. HEALTH CARE SERVICES

Contractor shall state how both on- and off-site services shall be provided. Each task shall be identified along with an explanation of how the task is to be accomplished, including job description identified with task and staffing levels. Do not limit response to tasks identified in various sections of this R.F.P. but include all requirements to deliver comprehensive health care services.

C. ADMINISTRATION AND MANAGEMENT SERVICES

The proposal shall include a comprehensive administration and management plan as follow:

1. ACCREDITATION

Contractor shall outline a plan for National Commission on Correctional Health Care Service accreditation within twelve (12) months of contract award. (Note: Accreditation is an integral part of future continuation of contract.)

2. PERSONNEL SERVICES

Contractor shall detail the following personnel services:

- a. Recruitment
- b. Equal employment opportunities
- c. Licensure/certification requirements for staff

- d. Staff schedule by positions (see Attachment XII)
- e. Training and educational opportunities

3. ADDITIONAL REQUIREMENTS

- a. Agreements as needed to comply with R.F.P. mandates
- b. Other items as deemed necessary

D. COST PROPOSAL

The fixed cost contract proposal shall be several-fold. The proposal shall include the total cost of the project for the contract period of two years as follows:

1. Total package to include primary care (on-site), hospital care (in/out patient) and all other expected and/or anticipated costs associated with meeting the demands of the proposal.
2. The price proposals shall identify an annual average inmate population as noted in introduction per judicial order fixing capacities and shall include expectations of cost adjustments for census increases or decreases.
3. All health care services provided to the inmates at the County hospital, or hospital contracted by the chosen provider, shall be the financial responsibility of the contractor. The contractor shall be responsible for the payment of services rendered to inmates at private physicians' offices or clinics unless there is an agreement that the inmate is to pay for the service.
4. All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals, dentures, prosthesis, etc. shall be the contractor's responsibility.
5. Price quoted shall be subject to acceptance at any time within 120 days after the due date.
6. Other price considerations as deemed necessary.

The following special considerations shall be part of the cost proposal as deemed necessary:

1. The Santa Rita sick bay requires some constructional changes to reach minimal classification as a certifiable infirmary. In order to maximize on-site services contractors shall be expected to include in their total bid those costs necessary to upgrade the site as deemed appropriate to reduce transportation and security costs off-site.
2. The contractor shall be expected to provide all equipment not on-site or on inventory. Contractor shall include all such costs in total package bid.
3. The contractor should include any catastrophic limits or exclusions deemed required. Absent such items the contractor shall be deemed to assume all such risk and expense.

VII. SPECIAL R. F. P. CONSIDERATIONS

A. CONTRACT ADMINISTRATOR

If a contract is let for the submitted proposal, the following information is provided:

1. Although the contract shall be under the auspices of the Sheriff of Alameda County, the contract administrator shall be the Chief of the Detention and Corrections Division (presently, David Bricknell, Chief, 828-5400 ext. 280).
2. The Chief shall select a Contract Compliance Officer (Project Officer) who shall have responsibilities to include but not be limited to:
 - a. Contract compliance (Note: This could require the development of a contract compliance over-site committee)
 - b. Fiscal considerations
 - c. Liaison with provider and respective County agencies
 - d. Grievance Officer
 - e. Protocol development assistance

B. HOSPITAL UTILIZATION

Bidder's proposal must detail procedures and mechanisms to contain/control utilization of hospital inpatient and outpatient services for detention population. The response to this must be specific to insuring necessary inpatient and/or outpatient medical and surgical services coupled with appropriate, acceptable control of utilization of these services.

C. INCUMBENT EMPLOYEES

Under the contract, the successful contractor shall interview and consider for employment any County employee currently working in the County's Criminal Justice Medical Division.

D. TRANSFER OF FUNCTIONS FROM COUNTY TO VENDOR

Provided a contract is let, the contractor shall be responsible for ensuring that the management and operational responsibilities for health services are transferred as smoothly as possible to the contractor's medical services. The contractor shall be responsible for: strategic/operational planning; inservice training; supervising and development of a problem oriented medical record system; developing drug utilization data; establishing professional contracts with referral facilities; developing the policies and procedures; evaluating existing inventories; personnel recruitment; ordering of supplies and equipment; developing both internal and external plans for emergency care; and establishing reporting procedures.

E. PROFIT/COST STATEMENT

Each vendor shall be expected to include a statement as to expected costs and profit for each year of operation.

F. ON-SITE AND OFF-SITE SERVICES DELINEATION

In order for the County to properly assess the expense to the County of security, transportation, etc., costs for off-site services, the bidder shall be expected to provide in the response a listing of all off-site services anticipated, location, miles from jail sites, compatibility to security needs, etc.

G. RENEGOTIATION

1. Not later than ninety (90) days prior to the contract termination date, the contractor shall submit to the County a cost proposal for the subsequent year of the contract. Such a cost proposal shall be thoroughly documented and contain the same detail of financial information submitted with the original proposal.
2. If the County and the contractor are unable to negotiate a mutually satisfactory firm fixed price for the renewal period, the owner shall have the option to cancel the contract and request new proposals from other vendors for the same services.
3. Any requirements by the County for additional services to those proposed by the contractor shall be subject to a negotiated price agreeable to both parties and incorporated into the contract by amendment.

H. COUNTY OWNERSHIP OF PROCEDURES, PROTOCOLS, MANUALS, ETC.

The County shall be considered the owner of any of the above items created during the scope of the contract.

I. CONTRACTOR PREPARATIONS OF STATE REIMBURSEMENT FORMS

Contractor shall be expected to prepare any forms deemed appropriate by the County necessary to seek reimbursement from state or other resources for criminal justice medical health services provided by the contractor.

J. LISTS OF SUBCONTRACTORS

Any successful contractor shall be required to provide appropriate lists of any subcontractor and appropriate credentials acceptable to the County whenever such subcontractors are utilized.

K. CONTRACTOR EQUIPMENT RIGHTS

The County reserves the right to purchase at reasonable depreciated rate any equipment purchased for on-site uses if a successful contractor's services are not continued beyond two year contract period.

ATTACHMENTS

<u>NAME</u>	<u>CONTENT</u>
I.	BOARD OF SUPERVISORS "AUTHORIZATION FOR SHERIFF TO EXPLORE CONTRACT HEALTH CARE SERVICES FOR COUNTY JAILS"
II.	ALAMEDA COUNTY JAIL POPULATION STATISTICS FROM 1980 TO AUGUST 1986
III.	ORDER FIXING CAPACITIES OF SHERIFF'S FACILITIES (EFFECTIVE 8/21/86)
IV.	CALIFORNIA ADMINISTRATIVE CODE - COUNTY JAIL MEDICAL STANDARDS
V.	APPLICABLE - CALIFORNIA STATUTES - COUNTY JAIL MEDICAL SERVICES
VI.	APPLICABLE STATUTORY REQUIREMENTS PHARMACEUTICAL SERVICES
VII.	LEGAL CITATIONS REGARDING COUNTY'S PRE-BOOKING HOSPITAL COST RESPONSIBILITIES
VIII.	SANTA RITA/NORTH COUNTY JAIL MEDICAL UTILIZATION STATISTICS
IX.	EXPENDITURES - SANTA RITA/NORTH COUNTY JAIL MEDICAL PROGRAMS
X.	SANTA RITA/NORTH COUNTY JAIL MEDICAL STAFFING

<u>NAME</u>	<u>CONTENT</u>
XI.	MAJOR MEDICAL EQUIPMENT INVENTORY - SANTA RITA/NORTH COUNTY JAIL
XII.	SANTA RITA/NORTH COUNTY JAIL MEDICAL SERVICES STAFFING
XIII.	CHECKLIST SITE SCHEMATICS FOR ALAMEDA COUNTY JAIL MEDICAL FACILITIES 1. NCJ (MEDICAL OFFICES AND 12 BED INFIRMARY) 2. SRJ (MALE INFIRMARY - 24 BED) 3. SRJ (MEDICAL OFFICES) 4. SRJ (FEMALE MEDICAL OFFICE - EXAMINE ROOM) 5. SRJ (FEMALE MEDICAL OFFICE EXPANSION (AVAILABLE 1/1/87) 6. SRJ (DENTAL OFFICE) 7. HIGHLAND HOSPITAL WARD (FOR MEDICAL AND MENTAL) 8. NEW SANTA RITA JAIL MEDICAL OFFICE INFIRMARY (AVAILABLE 1/1/89) 9. NEW JAIL OB/GYN CLINIC (AVAILABLE 1/1/89)
XIV.	JAIL HEALTH SERVICES STAFFING SCOPE OF PRACTICE CHECKLIST
XV.	CURRENT ALAMEDA COUNTY SALARY SCHEDULE FOR HEALTH CARE PERSONNEL
XVI.	COUNTY OF ALAMEDA INSURANCE FORM
XVII.	CURRENT HEALTH SERVICES STATISTICAL ANALYSIS FORMAT



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